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9 **AMOS BAILEY**

10 **UNITED STATES DISTRICT COURT**  
11 **DISTRICT OF NEVADA**

12 AMOS BAILEY,  
13 Plaintiff,  
14 v.  
15 TRANS UNION, LLC,  
16 Defendants.

Case No. 2:19-cv-00155-MMD-CWH

**[PROPOSED] STIPULATED PROTECTIVE  
ORDER**

17 IT IS HEREBY STIPULATED by and between AMOS BAILEY (“Plaintiff”) and  
18 Defendant TRANS UNION, LLC (“TransUnion”), collectively, the “Parties,” by and through their  
19 counsel of record, as follows:

20 WHEREAS, documents and information have been and may be sought, produced or  
21 exhibited by and among the parties to this action relating to trade secrets, confidential research,  
22 development, technology or other proprietary information belonging to the defendants and/or  
23 personal income, credit and other confidential information of Plaintiff.

24 THEREFORE, an Order of this Court protecting such confidential information shall be and  
25 hereby is made by this Court on the following terms:

26 1. This Order shall govern the use, handling and disclosure of all documents,  
27 testimony or information produced or given in this action which are designated to be subject to  
28 this Order in accordance with the terms hereof.

1       2. Any party or non-party producing or filing documents or other materials in this  
2 action may designate such materials and the information contained therein subject to this Order  
3 by typing or stamping on the front of the document, or on the portion(s) of the document for  
4 which confidential treatment is designated, "Confidential."

5       3. To the extent any motions, briefs, pleadings, deposition transcripts, or other papers  
6 to be filed with the Court incorporate documents or information subject to this Order, the party  
7 filing such papers shall designate such materials, or portions thereof, as "Confidential," and shall  
8 file them with the clerk under seal; provided, however, that a copy of such filing having the  
9 confidential information deleted therefrom may be made part of the public record. Any party  
10 filing any document under seal must comply with the requirements of Local Rules.

11       4. All documents, transcripts, or other materials subject to this Order, and all  
12 information derived therefrom (including, but not limited to, all testimony, deposition, or  
13 otherwise, that refers, reflects or otherwise discusses any information designated Confidential  
14 hereunder), shall not be used, directly or indirectly, by any person, including Plaintiff and  
15 TransUnion, commercial or competitive purposes or for any purpose whatsoever other than  
16 solely for the preparation and trial of this action in accordance with the provisions of this Order.

17       5. All depositions or portions of depositions taken in this action that contain  
18 confidential information may be designated as "Confidential" and thereby obtain the protections  
19 accorded other confidential information. The parties shall have thirty (30) days from the date a  
20 deposition transcript is received to serve a notice to all parties designating portions as  
21 "Confidential." Until such time, all deposition testimony shall be treated as confidential  
22 information. To the extent any designations are made on the record during the deposition, the  
23 designating party need not serve a notice re-designating those portions of the transcript as  
24 confidential information. Any party may challenge any such designation in accordance with  
25 Paragraph 14 of this Order.

26       6. Except with the prior written consent of the individual or entity designating a  
27 document or portions of a document as "Confidential," or pursuant to prior Order after notice,

1 any document, transcript or pleading given "Confidential" treatment under this Order, and any  
2 information contained in, or derived from any such materials (including but not limited to, all  
3 deposition testimony that refers, reflects or otherwise discusses any information designated  
4 confidential hereunder) may not be disclosed other than in accordance with this Order and may  
5 not be disclosed to any person other than: (a) the Court, its officers, members of the jury  
6 impaneled to hear this case, and any necessary stenographic and clerical personnel taking  
7 testimony; (b) parties to this litigation; (c) counsel for the parties, whether retained counsel or in-  
8 house counsel and employees of counsel assigned to assist such counsel in the preparation of this  
9 litigation, including support staff who perform work tasks related to this litigation; (d) fact  
10 witnesses who have been identified as an originator, author, addressee, or recipient of the  
11 original or a copy of the information designated confidential hereunder, or witnesses otherwise  
12 subject to a stipulation of the parties that such witnesses need to know such information; (e)  
13 present or former employees of the producing party in connection with their depositions in this  
14 action (provided that no former employees shall be shown documents prepared after the date of  
15 his or her departure); (f) experts specifically retained as consultants or expert witnesses in  
16 connection with this litigation; and (g) outside professional vendors that provide litigation  
17 support services, such as photocopying, imaging, videotaping, and exhibit preparation, etc.

18  
19 7. Documents produced pursuant to this Order shall not be made available to any  
20 person designated in Subparagraphs 6 (f) and 6(g) unless he or she shall have first read this  
21 Order, agreed to be bound by its terms, and signed the attached Declaration of Compliance.

22  
23 8. Third parties who are the subject of discovery requests, subpoenas or depositions  
24 in this case may take advantage of the provisions of this Protective Order by providing the  
25 parties with written notice that they intend to comply with and be bound by the terms of this  
Protective Order.

26  
27 9. All persons receiving any or all documents produced pursuant to this Order shall be  
28 advised of their confidential nature. All persons to whom confidential information and/or  
documents are disclosed are hereby enjoined from disclosing same to any person except as

1 provided herein, and are further enjoined from using same except in the preparation for and trial  
2 of the above-captioned action between the named parties thereto. No person receiving or  
3 reviewing such confidential documents, information or transcript shall disseminate or disclose  
4 them to any person other than those described above in Paragraph 6 and for the purposes  
5 specified, and in no event, shall such person make any other use of such document or transcript.

6 10. The parties to this litigation cannot use or disclose any confidential information in  
7 any pretrial proceeding that is open to persons not authorized to have access to such information  
8 under the terms of this Order. Notwithstanding, nothing in this Order shall prevent a party from  
9 using at trial any information or materials designated "Confidential."

10 11. This Order has been agreed to by the parties to facilitate discovery and the  
12 production of relevant evidence in this action. Neither the entry of this Order, nor the  
13 designation of any information, document, or the like as "Confidential," nor the failure to make  
14 such designation, shall constitute evidence with respect to any issue in this action.

15 12. Inadvertent failure to designate any document, transcript, or other materials  
16 "Confidential" will not constitute a waiver of an otherwise valid claim of confidentiality  
17 pursuant to this Order, so long as a claim of confidentiality is promptly asserted after discovery  
18 of the inadvertent failure. If a party designates a document as "Confidential" after it was initially  
19 produced, the receiving party, on notification of the designation, must make a reasonable effort  
20 to assure that the document is treated in accordance with the provisions of this Order, and upon  
21 request from the producing party certify that the designated documents have been maintained as  
22 confidential information. **The designating party shall have the burden of proving that any**  
23 **document designated as CONFIDENTIAL is entitled to such protection.**

24 13. Within sixty (60) days after the final termination of this litigation, all documents,  
25 transcripts, or other materials afforded confidential treatment pursuant to this Order, including  
26 any extracts, summaries or compilations taken therefrom, but excluding any materials which in  
27 the good faith judgment of counsel are work product materials, shall be returned to the Producing  
28 Party. In lieu of return, the parties may agree to destroy the documents, to the extent practicable.

1       14. In the event that any party to this litigation disagrees at any point in these  
2 proceedings with any designation made under this Protective Order, the parties shall first try to  
3 resolve such dispute in good faith on an informal basis. If the dispute cannot be resolved, the  
4 party objecting to the designation may seek appropriate relief from this Court. During the  
5 pendency of any challenge to the designation of a document or information, the designated  
6 document or information shall continue to be treated as "Confidential" subject to the provisions  
7 of this Protective Order.

8       15. Nothing herein shall affect or restrict the rights of any party with respect to its own  
9 documents or to the information obtained or developed independently of documents, transcripts  
10 and materials afforded confidential treatment pursuant to this Order.

11       16. The Court retains the right to allow disclosure of any subject covered by this  
12 stipulation or to modify this stipulation at any time in the interest of justice.

13       **IT IS SO STIPULATED.**

14       Dated April 5, 2019

<u>/s/</u> <i>David Krieger</i> David Krieger, Esq. Haines & Krieger, LLC 8985 S. Eastern Avenue Suite 350 Henderson, Nevada 89123  Attorneys for Plaintiff <b>AMOS BAILEY</b>	<u>/s/</u> <i>Trevor R. Waite</i> Trevor R. Waite, Esq. Alverson, Taylor, Mortensen & Sanders 6605 Grand Montecito Parkway Suite 200 Las Vegas, NV 89149  Attorneys for Defendant <b>TRANS UNION, LLC</b>
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22       IT IS SO ORDERED.

23       **ORDER**

24       \_\_\_\_\_  
25       UNITED STATES MAGISTRATE JUDGE  
26       Dated: April 8, 2019

**EXHIBIT A**  
**DECLARATION OF COMPLIANCE**

I, \_\_\_\_\_, declare as follows:

1. My address is \_\_\_\_\_.
  2. My present employer is \_\_\_\_\_.
  3. My present occupation or job description is \_\_\_\_\_.

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4 On , I received a copy of the Stipulated Protective Order.

5. I have carefully read and understand the terms of the Stipulated Protective Order.

6. I will comply with all provisions of the Stipulated Protective Order.

7. I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.

8. I will use such information, documents or other materials produced subject to the Stipulated Protective Order only for purposes of this present action.

9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to the Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action. I declare under penalty of perjury under the laws of the United States that the following is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_.

## QUALIFIED PERSON